

**RUIDOSO-RUIDOSO DOWNS REGIONAL WWTP  
JOINT USE BOARD**

**PHASE 1A – SLUDGE HANDLING AND  
ULTRAVIOLET DISINFECTION  
FACILITIES – 2008**

**CHANGE ORDER NO. 06  
FINAL CHANGE ORDER**

**March 30, 2010**

2701 Miles Rd. SE  
Albuquerque, NM 87111  
505-242-5700  
Fax 242-0673

**MOLZEN-CORBIN**  
**& Associates**

## CHANGE ORDER

No. 06

(Instructions on reverse side)

PROJECT: Ruidoso-Ruidoso Downs Regional WWTP – Joint Use Board Phase 1A Sludge Handling and  
Ultraviolet Disinfection Facilities - 2008DATE OF ISSUANCE: March 30, 2010 EFFECTIVE DATE: Date Approved by NMEDOWNER: Village of Ruidoso, Acting Fiscal Agent for the Ruidoso/Ruidoso Joint Use Board (JUB)OWNER'S CONTRACT NO.: 08-001CONTRACTOR: Tatsch Construction, Inc. ENGINEER: Molzen-Corbin & Associates

You are directed to make the following changes in the Contract Documents.

Description: Final Change for project closeout. Summary of Change Order No. 6 is included in Exhibit 1.Reason for Change Order: See Exh. 2 for Liquidated Damages; Exh. 3 for Certificate of Substantial Completion/Final Inspection; Exh. 4 for Affidavit of Payment and Release of Liens; Exh. 5 for Certificate of Occupancy/Building Permit Inspection Sign-Off Sheet/Consent of Surety Company to Final Payment to Owner Village of Ruidoso/ Consent of Surety Company to Final Payment to Owner City of Ruidoso Downs, and Exh. 6 for Record Drawings & O&M Manuals and Certification of Project Acceptance and Performance.Attachments (list documents supporting change): Reference Exhibits 1, 2, 3, 4, 5, and 6.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>6,794,274.00</u>	Original Contract Times: Substantial Completion: <u>June 13, 2009</u> Ready for Final Payment: <u>July 3, 2009</u> (days or dates)
Net changes from previous Change Orders No. <u>01</u> to No. <u>05</u> \$ <u>86,994.80</u>	Net change from previous Change Orders No. <u>01</u> to No. <u>05</u> <u>72</u> (days)
Contract Price prior to this Change Order: \$ <u>6,881,268.80</u>	Contract Times Prior to this Change Order: Substantial Completion: <u>August 24, 2009</u> Ready for Final Payment: <u>September 13, 2009</u> (days or dates)
Net increase (decrease) of this Change Order: -\$ <u>48,000.00</u>	Net increase (decrease) of this Change Order: <u>80</u> (days)
Contract Price with all approved Change Orders: \$ <u>6,833,268.80</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 12, 2009</u> Ready for Final Payment: <u>December 2, 2009</u> (days or dates)

RECOMMENDED:  
MOLZEN-CORBIN & ASSOCIATESBy: Ron R. Molzen  
Engineer (Authorized Signature)Date: 3-30-2010APPROVED:  
VILLAGE OF RUIDOSOBy: David D. Camp  
Owner-Agent (Authorized Signature)Date: 5/17/10ACCEPTED:  
TATSCH CONSTRUCTION, INC.By: Richard A. Rogers  
Contractor (Authorized Signature)Date: 1 April 2010APPROVED:  
CITY OF RUIDOSO DOWNSBy: [Signature]  
Owner-Agent (Authorized Signature)Date: 5/11/10APPROVED:  
NEW MEXICO ENVIRONMENT DEPT.By: [Signature]  
Jim Chiasson, P.E., Technical ManagerDate: 6/1/2010

**EXHIBIT 1**

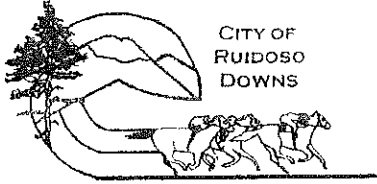
**SUMMARY OF  
CHANGE ORDER NO. 6**

**RUIDOSO-RUIDOSO DOWNS REGIONAL WWTP  
PHASE 1A SLUDGE HANDLING AND ULTRAVIOLET DISINFECTION FACILITIES 2008  
CHANGE ORDER NO. 6 - FINAL CHANGE ORDER**

	<u>Amount (w/o Tax)</u>
<b><u>CHANGES</u></b>	
Liquidated Damages (80 calendar days at \$600.00 per calendar day), see Exhibit 2	\$ (48,000.00)
<b><u>HISTORY OF CHANGE TO CONTRACT PRICE (without NMGR)</u></b>	
Original Contract Price	\$ 6,794,274.00
Change Order No. 1 Amount	\$ (22,505.16)
Change Order No. 1 Contract Price	\$ 6,771,768.84
Change Order No. 2 Amount	\$ 72,853.88
Change Order No. 2 Contract Price	\$ 6,844,622.72
Change Order No. 3 Amount	\$ 14,695.41
Change Order No. 3 Contract Price	\$ 6,859,318.13
Change Order No. 4 Amount	\$ 48,727.42
Change Order No. 4 Contract Price	\$ 6,908,045.55
Change Order No. 5 Amount	\$ (26,776.75)
Change Order No. 5 Contract Price	\$ 6,881,268.80
Net Changes From Previous Change Orders	\$ 86,994.80
<b><u>CHANGE ORDER NO. 6 CONTRACT PRICE</u></b>	
Change Order No. 5 Contract Price	\$ 6,881,268.80
Change Order No. 6 Amount (decrease)	\$ (48,000.00)
Change Order No. 6 Contract Price	\$ 6,833,268.80
<b><u>ORIGINAL CONTRACT TIME</u></b>	
Original Substantial Completion	June 13, 2009
Original Ready for Final Payment	July 3, 2009
<b><u>PREVIOUS CHANGE ORDER NO. 5 CONTRACT TIME</u></b>	
Change Order No. 5 Time Increase (calendar days)	0
Revised Substantial Completion	August 24, 2009
Revised Ready for Final Payment	September 13, 2009
<b><u>ACTUAL SUBSTANTIAL COMPLETION</u></b>	
Actual Substantial Completion Date	November 12, 2009
Previous Contract Substantial Completion Date (C.O. #5)	August 24, 2009
Calendar Days Over Contract Time	80
<b><u>CHANGE ORDER NO. 6 CONTRACT TIME INCREASE</u></b>	
Change Order No. 6 Time Increase (calendar days)	80
<b><u>CHANGE ORDER NO. 6 COMPLETION DATES</u></b>	
Change Order No. 6 Time Increase (calendar days)	80
Change Order No. 5 Substantial Completion Date	August 24, 2009
Revised Substantial Completion	November 12, 2009
Revised Ready for Final Payment	December 2, 2009

**EXHIBIT 2**

**LIQUIDATED DAMAGES**



## The City of Ruidoso Downs

Mayor Tom Armstrong

December 15, 2009

Mr. Richard Rogers, Vice President  
Tatsch Construction, Inc.  
208 Highway 180 West  
Silver City, New Mexico 88061

Re: Liquidated Damages-Phase 1A Regional Waste Water Treatment Plant

Pursuant to Article 3, Section 3.2 of the Contract Agreement dated September 22, 2008, you are hereby notified that liquidated damages will be assessed for the eighty (80) calendar days delay in completing the Phase 1A work at the rate of \$600.00 per calendar day. Contract date for substantial completion was adjusted by change order to August 24, 2009 but not attained until November 12, 2009, a delay of 80 calendar days. Liquidated damages will be included in a final adjusting change order.

Please call if you have any questions regarding this communication.

A handwritten signature in black ink, appearing to read "Cleatus Richards".

Cleatus Richards  
Public Works Director  
City of Ruidoso Downs  
575.378.6162

A handwritten signature in black ink, appearing to read "Randall Camp".

Randall Camp  
Public Works Director  
Village of Ruidoso  
575.937.7672

cc: Angel Campos M/C  
Sandy Edens NMED

**EXHIBIT 3**

**CERTIFICATE OF  
SUBSTANTIAL COMPLETION**

**FINAL INSPECTION**

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Name of Project: Phase 1A -- Sludge Handling and UV  
Facilities -- Ruidoso WWTP Project

CPB Project #: XP-976307-01 Phase 1A

Project: Phase 1A -- Sludge Handling and UV Facilities --  
Ruidoso WWTP Project

Contractor: Tatsch Construction

Address: 208 Highway 180 West  
Silver City, New Mexico 88061

Location: Village of Ruidoso, New Mexico

### Contract Work:

Sludge Thickening & Dewatering Facilities, Digester Blowers,  
Aerobic Digester Structure, Ultraviolet Disinfection Facilities,  
Temporary Waste Activated Sludge Pump Station, Two Drain Lift  
Stations & associated Electrical Work.

Contract No.: 08-001

### SUBSTANTIAL COMPLETION DATE:

9/29/09 - Digester Blowers, Aerobic Digester Structure and Associated Electrical Work.

11/4/09 - UV Disinfection Facilities and Associated Electrical Work.

11/12/09 - Sludge Thickening and Dewatering Facilities, Temporary Waste Activated Sludge Pump Station, Two Drain Lift Stations and associated Electrical Work.

☒ Complete

Substantial Completion and warranty time periods affected are defined in the General Conditions of the Contract. All parties listed below have reviewed the work under this Contract and recommend issuance of the substantial completion. The Village of Ruidoso concurs with NMED's acceptance of the A/E's certification, will assume full possession and responsibility for the project or designated area, less punch list items, on the above listed Date. All warranties will start the day of substantial completion, with the exception of those items on the punch list, which will start on the date of Final Acceptance. The responsibility of the Contractor for heat, light, other utilities and Builders' Risk Insurance required by the Contract ceases at Substantial Completion. Other required insurance remains the Contractor's responsibility until the Certificate of Final Acceptance is issued.

### PUNCH LIST: See Attached

A list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Prime Contractor or Construction Manager is appended hereto. The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the Contract documents.

The Contractor shall complete or correct the work on the punch list appended hereto by 04/30/2010. The punch list consists of 15 items.  
Mo. Day Year

Tatsch Construction

Contractor

Richard A. Rogers  
Representative

3 Mar 2010  
Date

Molzen-Corbin & Associates

Architect/Engineer

William Molzen  
Representative

Mar 8, 2010  
Date

Village of Ruidoso, New Mexico

Community Name

William Molzen  
Representative

3/9/10  
Date

CPB Project Manager

Date

Attachments: Punch List

State of New Mexico  
Environment Department  
Construction Programs Bureau

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Name of Project: Phase 1A - Sludge Handling and UV  
Facilities - Ruidoso WWTP Project

CPB Project #: XP-966571-01 Phase 1A

Project: Phase 1A - Sludge Handling and UV Facilities -  
Ruidoso WWTP Project

Contractor: Tatsch Construction

Address: 208 Highway 180 West  
Silver City, New Mexico 88061

Location: Village of Ruidoso, New Mexico

**Contract Work:**

Sludge Thickening & Dewatering Facilities, Digester Blowers,  
Aerobic Digester Structure, Ultraviolet Disinfection Facilities,  
Temporary Waste Activated Sludge Pump Station, Two Drain Lift  
Stations & associated Electrical Work.

Contract No.: 08-001

**SUBSTANTIAL COMPLETION DATE:**

9/29/09 - Digester Blowers, Aerobic Digester Structure and Associated Electrical Work.

11/4/09 - UV Disinfection Facilities and Associated Electrical Work.

11/12/09 - Sludge Thickening and Dewatering Facilities, Temporary Waste Activated Sludge Pump Station, Two Drain Lift Stations and associated  
Electrical Work.

☒ **Complete**

Substantial Completion and warranty time periods affected are defined in the General Conditions of the Contract. All parties listed below have reviewed the work under this Contract and recommend issuance of the substantial completion. The Village of Ruidoso concurs with NMED's acceptance of the A/E's certification, will assume full possession and responsibility for the project or designated area, less punch list items, on the above listed Date. All warranties will start the day of substantial completion, with the exception of those items on the punch list, which will start on the date of Final Acceptance. The responsibility of the Contractor for heat, light, other utilities and Builders' Risk Insurance required by the Contract ceases at Substantial Completion. Other required insurance remains the Contractor's responsibility until the Certificate of Final Acceptance is issued.

**PUNCH LIST: See Attached**

A list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Prime Contractor or Construction Manager is appended hereto. The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the Contract documents.

The Contractor shall complete or correct the work on the punch list appended hereto by 04/30/2010. The punch list consists of 15 items.  
Mo. Day Year

Tatsch Construction

Contractor

Richard A. Rogers  
Representative

3 Mar 2010  
Date

Molzen-Corbin & Associates

Architect/Engineer

[Signature]  
Representative

Mar 8, 2010  
Date

City of Ruidoso Downs, New Mexico  
Community Name

[Signature]  
Representative

Mar 9, 2010  
Date

CPB Project Manager

Date

Attachments: Punch List

## **RUIDOSO PHASE 1A – SLUGE HANDLING AND UV FACILITIES**

The majority of the punchlist items listed on the attached Final Inspection letter (November 18, 2009) have been completed, except for the following items.

### **PUNCHLIST:**

1. Provide Final O&M Manual for UV System.
2. Provide Spare Parts Master List and confirm delivery of all spare parts to Owner.
3. Fire Alarm System. Modify installed system to "REPORT ALARMS REMOTELY VIA TELEPHONE", as noted on Sheet E-31-102 of the Drawings.
4. Sheet W30-101, Line 7. Verify that Line 7 was constructed to the limits shown on this Drawing (40 feet).

2701 MILES RD SE  
ALBUQUERQUE, NM 87106  
TEL: 505.242.5700  
FAX: 505.242.0673

**MOLZEN-CORBIN & Associates**  
ENGINEERS/ARCHITECTS/PLANNERS

November 18, 2009

Mr. Randall Camp  
Director, Public Works  
Village of Ruidoso  
313 Cree Meadows Drive  
Ruidoso, New Mexico 88345

**RE: Phase 1A – Solids Handling and Ultraviolet Disinfection Improvements** RUI062-11  
**Final Inspection and Substantial Completion of Sludge Handling Facilities and Digester**

Dear Mr. Camp:

The final inspection was held on November 12, 2009. The final inspection was attended by representatives from the Owner, New Mexico Environment Department, and Engineer (see enclosed attendance sheet). Tatsch Construction was issued two previous Preliminary Punchlists (one in August and the other in October 2009); copies of these punchlists were distributed at the final inspection. Some additional punchlist items were identified at the final inspection, as listed below:

1. Install pipe bollards at PNM transformer as noted on Drawings.
2. Ultraviolet Disinfection Structure: Installed water separator is subject to freezing. The water separator needs to be removed and relocated inside the compressor housing.
3. Ultraviolet Disinfection Structure: UV cable (yellow) on south channel should be wound and tied. Tie to match cables on north channel.
4. Ultraviolet Disinfection Structure: Electrical conduit on south side of channel (sidewalk) is not plugged. Insert pull cord into conduit and plug.

Items Identified by Tatsch Construction

1. Provide Owner training for Digester improvements.
2. Painting – Propane tank relocation gas line.
3. Painting – Install pipe tape markers.
4. Pipe Markers – Install pipe lettering.
5. Replace UV Temporary Transformers.
6. Provide Final O&M Manuals for UV System.
7. Provide Final O&M Manuals for Generator.
8. Provide Spare Parts Master List, and confirm delivery of all spare parts to Owner.
9. Pursue UV Taping Agreement and resolve with Siemens. Schedule UV training follow-up. Follow-up training will be videotaped by Owner's representative.
10. Fire Alarm System – Modify installed system to "REPORT ALARMS REMOTELY VIA TELEPHONE", as noted on Sheet E31-102 of the Drawings.
11. Complete all work shown as "not complete in October Payment Application".

Mr. Randall Camp  
November 18, 2009  
Page 2

SUBSTANTIAL COMPLETION

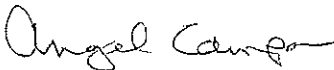
The Owner's representatives, Cleatus Richards, City of Ruidoso Downs, and Randall Camp, Village of Ruidoso, acknowledged Substantial Completion (copy enclosed) of the Sludge Handling System, effective November 12, 2009.

The Engineer will complete the Substantial Completion Certificate(s) for the facilities completed on this project by separate correspondence.

Please call me should you have any questions regarding this communication.

Sincerely,

MOLZEN-CORBIN & ASSOCIATES



Angel Campos  
Project Manager

AC:ps  
Enclosures

cc: Mr. Cleatus Richards, Public Works Director, City of Ruidoso Downs  
Ms. Debi Lee, Village Manager, Village of Ruidoso  
Mr. William Morris, Deputy Village Manager, Village of Ruidoso  
Mr. Bobby Snowden, WWTP Director, Village of Ruidoso  
Mr. Sandy Edens, P.E., Project Manager, New Mexico Environment Department  
Mr. Richard A. Rogers, Vice President, Tatsch Construction, Inc.  
Mr. Miguel A. Chandler, Project Manager, Tatsch Construction, Inc.

PHASE 1A – SLUDGE HANDLING AND ULTRAVIOLET DISINFECTION FACILITIES 2008

<u>Name</u>	<u>Representing</u>	<u>Telephone Number</u>
Angel Campos	Molzen-Corbin & Associates	(505) 242-5700
Bobby Snowden	VOR	(575) 378-2417
Willie Lucero	TATsch Const Inc	(575) 534-7800
Miguel A. Chandler	TATSCH CONSTRUCTION	575-534-5704
JAMES ROYCE	U.S. ELECTRIC	505-331-8339
CARL VIRDEN	C.O.R.D.	575-378-4422
Clayton Richards	CORB	575 937-6929
John C Wood	M-C	
SANDY COONS	NMOD-CPO	505-222-9512

**Angel Campos**

To: 'Randall Camp'; 'Bobby Snowden'; 'LisaSanchez@ruidoso-nm.gov'  
Subject: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester by Ruidoso Downs

December 21, 2009

Cleatus Richards asked me to forward his acceptance regarding substantial completion for the Digester and Blowers. See below.

Angel Campos  
Molzen-Corbin & Associates  
acampos@molzencorbin.com  
(505) 242-5700

-----Original Message-----

From: Cleatus Richards [mailto:cordpwd@ruidosodowns.us]

Sent: Friday, December 18, 2009 7:07 AM

To: Angel Campos

Subject: Re: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester

Angel:  
This is to confirm acceptance of substantial completion of Blower and Digester on September 29, 2009.

Cleatus Richards  
City of Ruidoso Downs

----- Original Message -----

From: "Angel Campos" <acampos@molzencorbin.com>

To: "'Randall Camp'" <randallcamp@ruidoso-nm.gov>; <cordpwd@ruidosodowns.us>;

LisaSanchez@ruidoso-nm.gov; "Bobby Snowden"

<BobbySnowden@ruidoso-nm.gov>

Cc: "Ron Mosher" <rmosher@molzencorbin.com>

Sent: Thursday, December 17, 2009 2:34 PM

Subject: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester

December 17, 2009

I am in the process of completing the EPA grant(s) documents which are required with the final drawdown. I have not received a reply regarding acceptable of substantial completed for the digester and blowers of September 29, 2009.

Your immediate response is appreciated.

Angel Campos  
Molzen-Corbin & Associates  
acampos@molzencorbin.com  
(505) 242-5700

-----Original Message-----

From: Angel Campos  
Sent: Monday, November 23, 2009 10:43 AM  
To: 'Randall Camp'; 'cordpwd@ruidosodowns.us'; 'LisaSanchez@ruidoso-nm.gov'; 'Bobby Snowden'  
Cc: Del Archuleta; Ron Mosher; 'EdensJr, Walter, NMENV'; 'Richard A.Rogers'; 'Miguel  
Chandler'  
Subject: RE: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester

November 23, 2009

RE: Revised Substantial Completion Date

In the Engineer's email of November 20, 2009 the Engineer's Substantial Completion date of September 21, 2009 is not correct. I was reminded by Bobby Snowden that the required blower training was not completed until September 29, 2009. Substantial Completion is revised to September 29, 2009.

Please acknowledge Owner acceptance of Substantial Completion of September 29, 2009 by replying to the request. Please call me should you have any questions regarding this communication.

Sincerely,

Angel Campos  
Molzen-Corbin & Associates  
campos@molzencorbin.com  
(505) 242-5700

-----Original Message-----

From: Angel Campos  
Sent: Friday, November 20, 2009 12:49 PM  
To: 'Randall Camp'; 'cordpwd@ruidosodowns.us'; 'LisaSanchez@ruidoso-nm.gov'; 'Bobby Snowden'  
Cc: Del Archuleta; Ron Mosher; 'EdensJr, Walter, NMENV'; 'Richard A.Rogers'; 'Miguel  
Chandler'  
Subject: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester

November 20, 2009

To: Randall Camp, Public Works Director, Village of Ruidoso Cleatus Richards, Public Works  
Director, City of Ruidoso Downs

Re: Substantial Completion for Blowers and Digester Structure

Tsch Construction is requesting for Substantial Completion of the Blowers and Digester  
Structure be considered based on the date that the blowers and digester were placed in  
service. The Contract Document requirements that must be met in order to recognize  
Substantial Completion are presented

Below:

1. Blower Installation - Manufacturer to certify that equipment is installed correctly,  
fully functional and ready to be placed in service.  
Manufacturer's certification was received on September 17, 2009.

A.2. Blower Training - Provide operator training to plant staff. Training was provided September 29, 2009.

3. Blower Testing - Complete 5-day clean water test. Shakedown testing was completed on August 27, 2009.

B.1. Digester Installation - Manufacturer to certify that equipment is installed correctly, fully functional and ready to be placed in service. Manufacturer's certification was received on September 3, 2009.

B.2. Digester Training - Provide operator training to plant staff. Training is scheduled for December 8, 2009. This training has been recognized as a punchlist item by the Owner.

B.3. Digester Testing - Complete 5-day clean water test. Shakedown testing was completed on August 27, 2009.

B.4. Digester - Fill digester with sludge from old plant digester to start new digester process. Pumping sludge from old digester was completed on September 21, 2009.

SUMMARY:

The Engineer confirms that the blower and digester completion activities noted by Tatsch Construction in their email of November 18, 2009 (email below) are correct. In addition, Bobby Snowden, Plant Manager, confirmed that sludge transferred from the old plant digester to the new digester was completed on September 21, 2009 (email below).

As such, the Engineer recommends that Substantial Completion be the date (September 21, 2009) the new digester structure and blowers were placed in service.

Please acknowledge Owner acceptance by replying to the request. Please call me should you have any questions regarding this communication.

Sincerely,

Angel Campos  
Molzen-Corbin & Associates  
campos@molzencorbin.com  
(505) 242-5700

-----Original Message-----

From: Bobby Snowden [mailto:BobbySnowden@ruidoso-nm.gov]  
Sent: Thursday, November 19, 2009 12:29 PM  
To: Angel Campos  
Subject: RE: Ruidoso 1A - Timing of activities at Digester

It's what my records indicate also as far as original sludge transportation to new digester, Monday September 14th and again on Monday September 21st. Bobby

-----Original Message-----

From: Angel Campos [mailto:acampos@molzencorbin.com]  
Sent: Thursday, November 19, 2009 11:07 AM  
To: Bobby Snowden  
Subject: FW: Ruidoso 1A - Timing of activities at Digester

Bobby,

You mentioned that you kept close tabs on filling of the new digester with sludge from the old digester. Do you agree with the dates noted below.

Please let me know.

Angel Campos  
Molzen-Corbin & Associates  
acampos@molzencorbin.com  
(505) 242-5700

-----Original Message-----

From: Miguel Chandler [mailto:miguel@tatschconstruction.com]  
Sent: Thursday, November 19, 2009 9:29 AM  
To: Angel Campos  
Cc: Bobby Snowden  
Subject: Ruidoso 1A - Timing of activities at Digester

Angel,

I have spoken with our Superintendant Willie Lucero and he's reviewed his log book to provide me with the following information:

1. Clean water shakedown at digester: Started August 17, 2009 and Finished August 27, 2009.
- a. Pumping sludge from old digester into new digester cell 1 started September 14, 2009.
- b. Pumping sludge from old digester into new digester cell 2 started September 21, 2009.

I hope this information is useful to you and should you have any questions please advise.

Regards,

Miguel Chandler  
Project Manager  
Tatsch Construction, Inc.  
(505) 538-3704 extension 17  
(505) 538-2552 fax  
2008 Highway 180 West  
Silver City, NM 88061

Angel Campos

To: Richard A.Rogers; Miguel Chandler  
'Randall Camp'; cordpwd@ruidosodowns.us; WilliamMorris@ruidoso-nm.gov; EdensJr,  
Walter, NMENV; Del Archuleta; Ron Mosher; jwmolzencorbin@windstream.net  
Subject: Ruidoso Phase 1A - UV System Substantial Completion - Acceptance by Owner

RUI062-11.C40

November 4, 2009

RE: Ruidoso Phase 1A - UV Facilities  
Conditional Substantial Completion  
Notice of Owner Acceptance

We have been informed by the Owner that they accept the conditional Substantial Completion of the UV Facilities as present in the email below. The Certificate of Substantial Completion will be released after the Final Inspection is held. Presently, the Final Inspection is tentatively scheduled for November 12, 2009. This conditional Substantial Completion is acknowledged to start on November 4, 2009.

Please call me should you have any questions regarding this communication.

Sincerely,

Angel Campos  
Molzen-Corbin & Associates  
campos@molzencorbin.com  
(505) 242-5700

From: Angel Campos  
Sent: Wednesday, November 04, 2009 7:43 AM  
To: 'Randall Camp'; 'cordpwd@ruidosodowns.us'; 'Bobby Snowden'; WilliamMorris@ruidoso-nm.gov;  
'LisaSanchez@ruidoso-nm.gov'  
Cc: 'EdensJr, Walter, NMENV'; Del Archuleta; 'Richard A.Rogers'; 'Miguel Chandler'; Eric Sorenson; Ken Muller; Ron Mosher; Michelle Salas  
Subject: Ruidoso Phase 1A - UV System Substantial Completion

November 4, 2009

RE: Substantial Completion of Ultraviolet Disinfection System  
Request of Owner Acceptance of Substantial Completion

The Ultraviolet Disinfection System (UV) five-day test period was completed on November 3, 2009. Plant operators collected daily samples and tested the effluent after disinfecting with the UV system.

Test Results

1. October 29
  - a. E-coli results: 3 colonies/100 ml
  - b. TSS: 11 mg/l
  - c. Flow: 1.707 mgd
2. October 30

- a. E-coli results: 8 colonies/100 ml
- b. TSS: 12 mg/l
- c. Flow: 1.373 mgd
- 3. October 31
  - a. E-coli results: 3 colonies/100 ml
  - b. TSS: 17 mg/l
  - c. Flow: 1.83 mgd
- 4. November 1
  - a. E-coli results: 8 colonies/100 ml
  - b. TSS: 14 mg/l
  - c. Flow: 1.664 mgd
- 5. November 2:
  - a. E-coli results: 6 colonies/100 ml
  - b. TSS: 9 mg/l
  - c. Flow: 1.726 mgd

#### UV Specification Requirement

Reduce the E. coli count to less than 126 cfu per 100 ml geometric means for any 30-day period. The 5-day test results are within specification requirements.

#### UV System Training

The UV system representative was on site the afternoon of November 3, 2009 and completed training to the plant operators. Bobby Snowden, Plant Manager confirmed that the UV system training was complete and acceptable.

#### UV System Installation Certification

Per the Contract Documents, the Engineer has requested for Tatsch Construction to certify in writing from the UV manufacturer that the UV system is installed correctly, fully functional and ready to be placed in service. Tatsch Construction has requested this certification from Siemens, UV System manufacturer.

#### Substantial Completion

This Substantial Completion is a conditional Substantial Completion. Tatsch Construction understands and has acknowledged to provide the following to complete the requirements of the Contract Documents:

1. Submit revised Final O&M Manual
2. Replace temporary transformers next week
3. Provide generator training next week
4. Provide instrumentation/controls training next week
5. Provide written certification from the UV manufacturer that the UV system is installed correctly, fully functional and ready to be placed in service.

Note: The instrumentation/control system and the emergency generator were field tested to support the UV system. These tests were confirmed by the Engineer.

#### Acceptance by Owner

The Engineer discussed Substantial Completion of the UV System with the Owner's representatives, Randall Camp, Village of Ruidoso and Cleatus Richards, City of Ruidoso Downs. As explained to them, the Engineer confirmed with Bobby Snowden that the UV System is completely operational and that the operators can operate and control the UV system.

This is to confirm verbal approval given to Molzen-Corbin by Cleatus Richards and Randall Camp regarding Substantial Completion acceptance of the UV System based on the above. The Engineer request confirmation from the Owner of Substantial Completion acceptance of the UV System. Tatsch Construction will be notified of the conditional Substantial Completion upon acceptance from the Owner's representatives.

Removal of Existing Chlorination System and Structures

The existing chlorination system and structures may be removed and demolished after receipt of the Owner acceptance of the UV System. The existing one ton chlorine gas containers and 150-pound SO2 cylinders must be removed by the chlorine supplier. Bobby Snowden reports that the supplier will remove the containers sometime next week. A pickup date will be confirmed later this week. This means that the entire existing chlorination facilities cannot be removed. With the one ton containers on site, it appears that the chlorine contact basin structure and part of the chlorination building can be removed.

We are requesting written authorization for the Phase 1B Contractor to start demolition of the chlorine contact basin and associated piping. The Phase 1B Contractor may also remove part of the chlorination building not associated with the stored one-ton chlorine cylinders.

Your immediate response is requested. After receipt of the conditional acceptance of the UV System and approval for the partial removal and demolition of the existing chlorination system, the Engineer will inform the Phase 1B Contractor to start the removal of the chlorine contact basin.

Please call me should you have any questions regarding this request.

Sincerely,

Angel Campos  
Molzen-Corbin & Associates  
acampos@molzencorbin.com  
(505) 242-570

Angel Campos

---

**From:** Cleatus Richards [cordpwd@ruidosodowns.us]  
**nt:** Friday, November 13, 2009 11:08 AM  
**TO:** Angel Campos  
**Cc:** miguel@tatschconstructioninc.com; Randy Camp  
**Subject:** Substantial completion-Sludge Handling System-Phase 1A RWWTP-Tatsch Construction

Angel:  
This is to confirm approval of Substantial Completion of the Sludge Handling System -Phase 1A RWWTP constructed by Tatsch Construction effective November 12, 2009: said date being 80 calendar days beyond the required contract completion date of August 24, 2009.

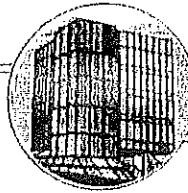
This approval is made on behalf of Randall Camp, for the Village of Ruidoso and Cleatus Richards for the City of Ruidoso Downs

Cleatus Richards

# Tatsch Construction, Inc.

GENERAL CONTRACTORS

Licenses: NM 15206, AZ 074121 & 074122



208 Highway 180 West  
Silver City, NM 88061

Phone: 575-538-3704 Fax: 575-538-2552

[www.tatschconstruction.com](http://www.tatschconstruction.com)

13 November, 2009

Randall Camp  
Village of Ruidoso  
313 Cree meadows Drive  
Ruidoso, NM 88345

Fax: 1-575-258-5361  
Email: [randallcamp@ruidoso-nm.gov](mailto:randallcamp@ruidoso-nm.gov)

Re: Phase 1A - Sludge Handling and Ultraviolet Disinfection Facilities - 2008  
Ruidoso Downs, NM  
**Substantial Completion**

Dear Mr. Camp:

This is to inform the Owner for the above mentioned project that we have been informed that the Waste Water Plant Operators have placed the Sludge Thickening equipment into service prior to our receipt of a formal Certificate of Substantial Completion from the Owner. An email communication was expected by us. As of 2:28 P.M. we have not received any communication on substantial completion from the Owner or Engineer. This request for substantial completion on the Sludge Thickening system was made at the monthly meeting on November 12, 2009. The Owner was to formally accept substantial completion prior to operating the Thickening equipment installed by Tatsch Construction.

The Operators have operated the Thickening equipment on this date of November 13, 2009 as confirmed by our Superintendent Willie Lucero via Waste Water Treatment plant operator Alfredo at 2:00 P.M.

The Owner, by its actions, has constructively taken possession of the units and the date of Substantial Completion is therefore set at 12 November 2009.

Sincerely,

A handwritten signature in dark ink, appearing to read "Miguel Chandler".

Miguel Chandler  
Project Manager

**EXHIBIT 4**

**AFFIDAVIT OF PAYMENT  
AND  
RELEASE OF LIENS**

# AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A – Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801022 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31<sup>st</sup> day of January, 2010 for and in consideration of the sum of \$7,154.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

## EXCEPTIONS

Rio Grande Landscapes

Name of sole ownership, corporation or partnership

JANIE CORLEY

Name of Authorized Representative

BUS. MGR.

Title

Janie Corley

Signature of Authorized Representative

Date

FILED 10 2010

# AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801031 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31<sup>st</sup> day of January, 2010 for and in consideration of the sum of \$59,801.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

## EXCEPTIONS

Post-Tensioning Reinforcing Services

Name of sole ownership, corporation or partnership

Antoinette Greenlee  
Name of Authorized Representative

[Signature]  
Signature of Authorized Representative

V.P. of Operations  
Title

02-05-10  
Date

# AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801081 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31<sup>st</sup> day of January, 2010 for and in consideration of the sum of \$5,900.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

## EXCEPTIONS

Daylighting Solutions

Name of sole ownership, corporation or partnership

J HERRY ABBOTT

Name of Authorized Representative

PRESIDENT

Title



Signature of Authorized Representative

2-4-2010

Date

# AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801023 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31<sup>st</sup> day of January, 2010 for and in consideration of the sum of \$84,171.60 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

## EXCEPTIONS

Constructors, Inc.

Name of sole ownership, corporation or partnership

Dachelle Thompson

Name of Authorized Representative

Dachelle Thompson

Signature of Authorized Representative

Secretary

Title

2/8/10

Date

RECEIVED  
FEB 10 2010  
TATSCH CONSTRUCTION, INC.

# AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801161 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31<sup>st</sup> day of January, 2010 for and in consideration of the sum of \$1,471,753.16 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

## EXCEPTIONS

U.S. Electrical Corporation

Name of sole ownership, corporation or partnership

James J. Garcia

Name of Authorized Representative

President

Title

James J. Garcia

Signature of Authorized Representative

2/5/2010

Date

FEB - 9 2010

# AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801091 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31<sup>st</sup> day of January, 2010 for and in consideration of the sum of \$204,163.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

## EXCEPTIONS

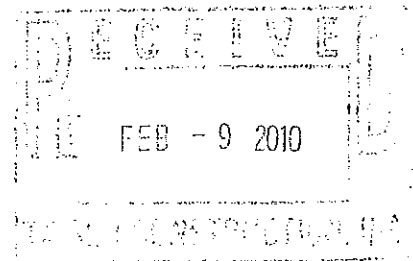
Bogan Brothers Painting Company, Inc  
Name of sole ownership, corporation or partnership

Phil Chynoweth  
Name of Authorized Representative

Phil Chynoweth  
Signature of Authorized Representative

President  
Title

2/8/10  
Date



# AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801041 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31<sup>st</sup> day of January, 2010 for and in consideration of the sum of \$86,147.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

## EXCEPTIONS

R.S. Masonry, Inc.

Name of sole ownership, corporation or partnership

Patricia M Saponaro

Name of Authorized Representative

[Signature]

Signature of Authorized Representative

Vice President

Title

2-3-2010

Date

FILED 1-31-2010

# AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801151 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31<sup>st</sup> day of January, 2010 for and in consideration of the sum of \$133,301.35 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

## EXCEPTIONS

Polson & Grady, Ltd

Name of sole ownership, corporation or partnership

William Keith Blazer

Name of Authorized Representative

V. P.  
Title

William Keith Blazer  
Signature of Authorized Representative

2/16/10  
Date

# AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801082 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31<sup>st</sup> day of January, 2010 for and in consideration of the sum of \$12,792.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

## EXCEPTIONS

Overhead Door Company of Las Cruces

Name of sole ownership, corporation or partnership

JENNIFER M MINTER

Name of Authorized Representative

V.P

Title

J. M. Minter

Signature of Authorized Representative

2-4-10

Date

**AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS**

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801141 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31<sup>st</sup> day of January, 2010 for and in consideration of the sum of \$50,644.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

**EXCEPTIONS**

CraneCare, Inc

Name of sole ownership, corporation or partnership

Lisa May

Name of Authorized Representative

General Mgr

Title

Lisa May

Signature of Authorized Representative

2-18-10

Date

**EXHIBIT 5**

**CERTIFICATE OF OCCUPANCY  
(Original and Copy)**

**BUILDING PERMIT – INSPECTION  
SIGN-OFF SHEET**

**CONSENT OF SURETY COMPANY  
TO FINAL PAYMENT TO OWNER  
VILLAGE OF RUIDOSO**

**CONSENT OF SURETY COMPANY  
TO FINAL PAYMENT TO OWNER  
CITY OF RUIDOSO DOWNS**

# Tatsch Construction, Inc.

**GENERAL CONTRACTORS**

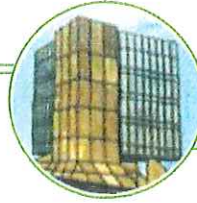
Licenses: NM 15206, AZ 074121 & 074122

## Transmittal

208 Highway 180 West  
Silver City, NM 88061

Phone: 575-538-3704 Fax: 575-538-2552

[www.tatschconstruction.com](http://www.tatschconstruction.com)



15 February 2010

Molzen-Corbin & Associates  
2701 Miles Road, SE

Albuquerque, NM 87106

Re: **Ruidoso Waste Water Treatment Plant – Phase 1A**

Attention: **Angel Campos**

Fax: 1-505-242-0673

By this form and/or attached herewith we are sending you the following:

Description	
1 Original	Certificate of Occupancy
1 Copy	Certificate of Occupancy
2 Copies	Building Permit – Inspection Sign Off sheet

**RECEIVED**

**FEB 16 2010**

**MOLZEN-CORBIN & ASSOCIATES**

Comments:

Copies to: TCI File – 1 ea.

By:

*Miguel Chandler*

Miguel Chandler, Project Manager

STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT  
CONSTRUCTION INDUSTRIES DIVISION  
GENERAL CONSTRUCTION BUREAU

No 13741

THIS BUILDING HAS BEEN OCCUPIED BEFORE A FINAL INSPECTION HAS BEEN CONDUCTED.  
X PERMANENT \_\_\_\_\_ TEMPORARY, \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

~ CERTIFICATE OF OCCUPANCY ~

THE FOLLOWING BUILDING OR PORTION THEREOF HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF  
OCCUPANCY GROUP F-1 AS SPECIFIED BY THE NEW MEXICO BUILDING CODE.

Z6675 US Highway 70 Ruidoso, N.M.  
BUILDING ADDRESS

Ruidoso Down Regional WWTP Joint Z6675 US Highway 70 Ruidoso, N.M.  
NAME AND ADDRESS OF OWNER

Tatsch Construction Inc.  
NAME(S) OF LICENSED NEW MEXICO CONTRACTOR(S)

IF NO LICENSED CONTRACTOR, NAME(S) OF OWNER-BUILDER(S)

2008034063  
BUILDING PERMIT NUMBER

Total  
PORTION OF BUILDING

MATT SEELY  
INSPECTOR'S NAME

11/18/09  
DATE

COMMENTS



**COPY**

STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT  
CONSTRUCTION INDUSTRIES DIVISION  
GENERAL CONSTRUCTION BUREAU

No 13741

THIS BUILDING HAS BEEN OCCUPIED BEFORE A FINAL INSPECTION HAS BEEN CONDUCTED.  
PERMANENT X TEMPORARY, \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

~ CERTIFICATE OF OCCUPANCY ~

THE FOLLOWING BUILDING OR PORTION THEREOF HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF  
OCCUPANCY GROUP F-1 AS SPECIFIED BY THE NEW MEXICO BUILDING CODE.

26675 US Highway 70 Ruidoso, N.M.  
BUILDING ADDRESS

Ruidoso Down Regional WWTP Joint 26675 US Highway 70 Ruidoso, N.M.  
NAME AND ADDRESS OF OWNER

Tatsch Construction Inc.  
NAME(S) OF LICENSED NEW MEXICO CONTRACTOR(S)

2008034063  
BUILDING PERMIT NUMBER

MATT SEELY  
INSPECTOR'S NAME

IF NO LICENSED CONTRACTOR, NAME(S) OF OWNER-BUILDER(S)

Total  
PORTION OF BUILDING

11/18/09  
DATE

COMMENTS

795-1625

POST IN A CONSPICUOUS PLACE

Field Original  
**COPY****N O T I C E****BUILDING PERMIT NO: 2008034063**

1-877-243-0979

**PERMIT NAME: WASTE WATER PLANT****Has Been Issued For This Construction By The****BUILDING ADDRESS**

**STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT  
CONSTRUCTION INDUSTRIES DIVISION  
GENERAL CONSTRUCTION BUREAU**

**STREET ADDRESS REQ.**

26675 US HIGHWAY 70

RUIDOSO, NM

**OWNER: RUIDOSO DOWN REGINAL WWTP JOINT****PHONE:****ADDRESS: 26675 US HIGHWAY 70****OCCUPANCY: FACTORY MOD-HAZARD****CITY STATE: RUIDOSO, NM****TYPE CONSTR: TYPE\_II B****CONTRACTOR: TATSCH CONSTRUCTION INC.****LICENSE #: 15206****ADDRESS: 208 HIGHWAY 180 WEST****PHONE: 5055383704****CITY STATE: SILVER CITY, NM****ECT:****DIRECTIONS:****INSPECTOR: TOM MAESE****PHONE: 523-1868****PERMIT ISSUE DATE: 10/03/2008****SQUARE FOOTAGE: 0****DESCRIPTION OF WORK: INDUSTRIAL****VALUATION: 6794274**

This is a General Construction Permit and does not cover electrical or mechanical permit requirements for the State of New Mexico.  
**Record of Inspections**

GENERAL BUILDING		ELECTRICAL		MECHANICAL	
DATE	PURPOSE	DATE	PURPOSE	DATE	PURPOSE
12/10/08	Technical Support (MRS)	1-2-09	RT Stem vialg and digester tank	4-2-09	116 ft. Bi-passed-under Slab
12/15/08	Foundation Inspection (MRS)		Direct Bank OK		Not ready
1/14/09	Sludge Bldg Footing (MRS)	3-4-09	Slab OK	7/28/09	Mark RT Sludge Processing
1/24/09	5:00 AM Sludge Bldg (MRS)	3-25-09	Slab OK	8/5/09	Mark RT Sludge Processing
	" Digest (MRS)	5-20-09	RT Blackwater (MRS)	8/13/09	Gas Fwd Sludge Processing
2/24/09	UV Structure Foundation (MRS)	6-18-09	Slab OK	10/15/09	Gas Fwd Sludge Processing
3/11/09	UV Inlet Box Steel (MRS)				Moved line tested at 5/4 psi
5/15/09	Slab - Center Ection Sludge Bldg (MRS)				
5/13/09	Band Beam (MRS)				
6/10/09	Frame Electrical Rm (MRS)				

**NOTICE: IT IS THE RESPONSIBILITY OF THE PERMIT HOLDER TO CALL FOR THE REQUIRED INSPECTIONS IN ADVANCE  
PLEASE WAIT FOR THE INSPECTOR TO PERFORM THE INSPECTION.**

**NOTICE: If no inspections are performed within 180 days the permit will expire and will be required to be renewed at full price.**

EXTRA PAGES HERE FOR ADDITIONAL SIGNATURES.

# Tatsch Construction, Inc.

## GENERAL CONTRACTORS

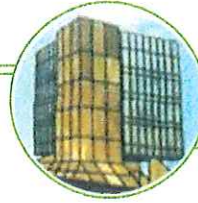
Licenses: NM 15206, AZ 074121 & 074122

## Transmittal

208 Highway 180 West  
Silver City, NM 88061

Phone: 575-538-3704 Fax: 575-538-2552

www.tatschconstruction.com



15 February 2010

Molzen-Corbin & Associates  
2701 Miles Road, SE

Albuquerque, NM 87106

Re: **Ruidoso Waste Water Treatment Plant – Phase 1A**

Attention: **Angel Campos**

Fax: 1-505-242-0673

By this form and/or attached herewith we are sending you the following:

Description	
1 Original	Consent of Surety Company to Final Payment to Owner Village of Ruidoso
1 Original	Consent of Surety Company to Final Payment to Owner City of Ruidoso Downs

RECEIVED

FEB 16 2010

MOLZEN-CORBIN & ASSOCIATES

Comments:

Copies to: TCI File – 1 ea.

By:

*Miguel Chandler*

Miguel Chandler, Project Manager

## CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: Phase 1A - Sludge Handling and UV Facilities - Ruidoso WWTP Project

Location: Ruidoso, New Mexico

A/E#: Molzen-Molzen-Corbin & Associates

TO (Owner): Village of Ruidoso

Address: 313 Cree Meadows Drive

City/ State/ Zip: Village of Ruidoso, NM 88345

Contractor: Tatsch Construction

Contract Date: 9/22/08

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

Safeco Insurance Company of America  
Safeco Plaza  
Seattle, WA 98185

, Surety Company,

on bond of (here insert name and address of Contractor)

Tatsch Construction, Inc.  
208 Highway 180 West  
Silver City, NM 98185

, Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to the Village of Ruidoso, Owner,  
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 9th day of February, 2010

Safeco Insurance Company of America  
Surety Company

  
Signature of Authorized Representative

Shirley A. Talley, Attorney-In-Fact  
Title

Attest:  
(Seal)



POWER  
OF ATTORNEY

Safeco Insurance Company of America  
General Insurance Company of America  
1001 4th Avenue  
Suite 1700  
Seattle, WA 98154

No. 4341

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

\*SUSAN D. MARTIN; DAVID C. MITCHIE; THOMAS M. PADILLA; SHIRLEY A. TALLEY; Albuquerque, New Mexico\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 21st day of March, 2009

*Dexter R. Legg*

*TAMIKOLAJEWSKI*

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 9th day of February, 2010



*Dexter R. Legg*

Dexter R. Legg, Secretary

## CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: Phase 1A - Sludge Handling and UV Facilities - Ruidoso WWTP Project

Location: Ruidoso, New Mexico

A/E#: Molzen-Molzen-Corbin & Associates

TO (Owner): City of Ruidoso Downs

Address: 122 Downs Drive, PO Box 348

City/ State/ Zip: Ruidoso Downs, NM 88346

Contractor: Tatsch Construction, Inc. Contract Date: September 22, 2008

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

**Safeco Insurance Company of America**  
**Safeco Plaza, Seattle, WA 98185**

, Surety Company,

on bond of (here insert name and address of Contractor)

**Tatsch Construction, Inc.**  
**208 Highway 180 West, Silver City, NM 88061**

, Contractor,

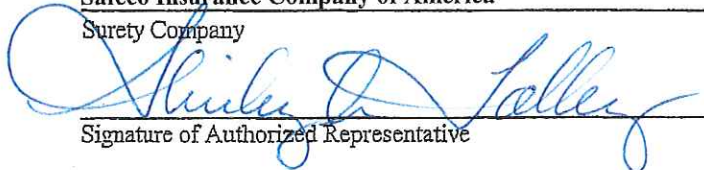
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to the City of Ruidoso Downs, Owner,  
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 19th day of January, 2010

**Safeco Insurance Company of America**

Surety Company

  
Signature of Authorized Representative

**Shirley A. Talley, Attorney-In-Fact**

Title

Attest:  
(Seal)



POWER  
OF ATTORNEY

Safeco Insurance Company of America  
General Insurance Company of America  
1001 4th Avenue  
Suite 1700  
Seattle, WA 98154

No. 4341

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

\***SUSAN D. MARTIN; DAVID C. MITCHIE; THOMAS M. PADILLA; SHIRLEY A. TALLEY; Albuquerque, New Mexico\***

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 21st day of March, 2009

*Dexter R. Legg*

*Timothy A. Mikolajewski*

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 19th day of January, 2010



*Dexter R. Legg*

Dexter R. Legg, Secretary

**EXHIBIT 6**

**RECORD DRAWINGS &  
O&M MANUALS**

**CERTIFICATION OF PROJECT  
ACCEPTANCE AND PERFORMANCE**

## RECORD DRAWINGS & O&M MANUALS

Local Authority: Village of Ruidoso

Address: 313 Cree Meadows Drive, Ruidoso, NM 88345

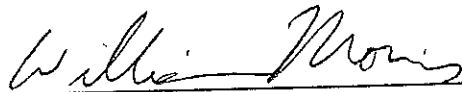
Project Name: Phase 1A – Sludge Handling and UV Facilities – Ruidoso WWTP

Project Number: XP-976307-01

This letter confirms that Village of Ruidoso has received a full set of reproducible record drawings for the referenced project as required by the grant/loan agreement. The Drawings of Record do not differ substantially from the plans approved for construction and have been accepted by the Village of Ruidoso. The Drawings of Record are on file at Village Hall and available for review by NMED. We also confirm that we have received an acceptable, complete set of Operation & Maintenance Manuals for equipment installed with this project.

William Morris

Name<sup>1</sup>



Signature

3/9/10

Date

1 Signed by the Grantee Representative or Signatory Authority

# CERTIFICATION OF PROJECT ACCEPTANCE AND PERFORMANCE

Local Authority (Grantee): Village of Ruidoso

Address: 313 Cree Meadows Drive, Ruidoso, NM 88345

Project Number: XP-976307-01

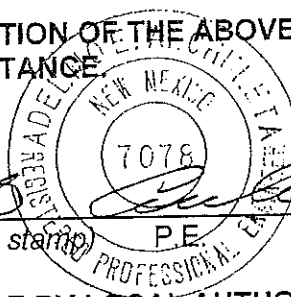
I, Adelmo Archuleta, of the firm of Molzen-Corbin & Associates, a Registered Professional Engineer in the State of New Mexico, and project engineer for the above referenced local authority, for certain improvements consisting of Phase 1A – Sludge Handling and UV Facilities – Ruidoso WWTP Improvements do hereby certify that I have inspected the project and to the best of my knowledge it was substantially completed according to plans and specifications and/or duly authorized change orders.

The Contractor on this job is Tatsch Construction

I DO HEREBY CERTIFY SUBSTANTIAL COMPLETION OF THE ABOVE REFERRED  
TO IMPROVEMENTS AND RECOMMEND ACCEPTANCE

Dated this 8 day of March, 2010.

(Signature and stamp)



## ACCEPTANCE AND CERTIFICATION OF PERFORMANCE BY LOCAL AUTHORITY:

As required by the Clean Water Act under Title II, Section 204(d) and 40CFR 35.2218(c), the Village of Ruidoso (Grantee) certifies that the project built under EPA XP-966307-01 does meet the design specifications, effluent limitations, and all other project performance standards.

I DO HEREBY CERTIFY THAT THE PROJECT HAS BEEN COMPLETED AND IS  
OPERATIONAL AND HAS BEEN ACCEPTED BY THE GRANTEE.

Dated this 9 day of March, 2010

Senior Deputy Village Manager

(Signature and Title, Grantee Authorized Representative)

The warranty period is from (see below) to (see below).

- From 9/29/2009 to 9/29/2010: Digester Blowers, Aerobic Digester Structure and Associated Electrical Work
- From 11/04/2009 to 11/04/2010: UV Disinfection Facilities and Associated Electrical Work
- From 11/12/2009 to 11/12/2010: Sludge Thickening/Dewatering Facilities, Temporary Waste Activated Sludge Pump Station, Two Drain Lift Stations and Associated Electrical Work